

FILED
3/29/2022
 THOMAS G. BRUTON
 CLERK, U.S. DISTRICT COURT JK

UNITED STATES DISTRICT COURT

for the
 NORTHERN
 DISTRICT OF ILLINOIS
 EASTERN DIVISION

BRANDON SMIETANA
 SKYCOIN GLOBAL FOUNDATION LIMITED,
 SYMBOLIC ANALYTICS INC.

Case No. 1:22-cv-00708

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Jury Trial: No

BRADFORD STEPHENS, AARON
 KUNSTMAN, HARRISON GEVIRTZ, f/k/a
 "HaRRO", RYAN EAGLE, ANDREW YOUNG, FAR
 AHEAD MARKETING, JOEL WAYNE
 CUTHRIELL f/k/a "JOEL", MORGAN PECK, et al.

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

THE DEFENDANT'S ANSWER TO THE COMPLAINT

I. The Parties Filing This Answer to the Complaint

Provide the information below for each defendant filing this answer or other response to the allegations in the plaintiff's complaint. Attach additional pages if needed.

Name	<u>Joel Cuthriell</u>
Street Address	<u>8922 E 49th Pl</u>
City and County	<u>Tulsa, Tulsa</u>
State and Zip Code	<u>Oklahoma, 74145</u>
Telephone Number	<u>4055820062</u>
E-mail Address	<u>joel@cuthriell.com</u>

II. The Answer and Defenses to the Complaint

Defendant denies the allegations set forth in Paragraphs
109 through 134,
170 through 189,
190 through 194,
195 through 208,
216 through 228,
229 through 234,
244 through 251 and
252 through 259
of Plaintiff's Complaint.

Defense 109 through 134

Defendant denies the allegations by Plaintiff in 109 through 134

The Defendant has not received payment nor has the Defendant coordinated with others to manipulate the Plaintiff's properties or himself.

The Defendant feels that it's relevant to explain part of how Telegram works as a platform in relation to the identity of users.

Telegram's documentation provides the schema for users, which includes an "ID":

<https://core.telegram.org/constructor/user>

This ID is truly unique and unable to be changed unlike other aspects of a user's information.

Any user can change their name and profile image to appear as another user.

The Defendant rejects the use of "CARIBOU" as a sole identifier as it is unreliable.

Public messages made by the Defendant can be verified through the Telegram API with the Defendant's ID number, which is 491196058.

The Plaintiff publicly announced bounties on information, I, the Defendant suspects that my reason for being included in this lawsuit is that the Plaintiff has not validated any of this information against Telegram's API, and has received false reports from other users.

This reasoning also applies to the following defenses in this Answer.

Defense 170 through 189

Defendant denies the allegations by Plaintiff in 170 through 189

The Defendant has not participated in coordinated actions against the Plaintiffs properties, nor have the Defendant received money from "enemies" of the Plaintiff.

The Defendant has not created, used, or managed people involved with bots that harm the Plaintiff's properties.

The Defendant has not entered in to any form of written agreement with the Plaintiff for contract work.

The Defendant has not gamed the Plaintiff's reward system by creating multiple accounts.

Defense 190 through 194

Defendant denies the allegations by Plaintiff in 190 through 194

The Defendant has not met any of the other defendants in person and is not aware of the actual identities of the other named defendants.

The Defendant has not coordinated with any other people to take malicious action and/or with the intent to profit from damages to the Plaintiff.

Defense 195 through 208

Defendant denies the allegations by Plaintiff in 195 through 208

The Defendant has not coordinated with others to remove the Plaintiff's property from exchanges.

The exact reasons for Skycoin's delisting is unclear, given the public statement by Binance.

<https://www.binance.com/en/support/announcement/2d4fd75ab76142eba89d8305766ea74e>

Defense 216 through 228

Defendant denies the allegations by Plaintiff in 216 through 228

The Defendant has not developed software with stolen secrets, or stolen secrets from the Plaintiff.

Defense 229 through 234

Defendant denies the allegations by Plaintiff in 229 through 234

The Defendant did not receive compensation under false means.

The Defendant did provide benefit to the Plaintiff's properties and was paid month to month based on approval of the work that was being performed.

Defense 244 through 251

Defendant denies the allegations by Plaintiff in 244 through 251

The Defendant did not agree to any terms of contract work, and did provide services in good faith.

Defense 252 through 259

Defendant denies the allegations by Plaintiff in 252 through 259

Again, the Defendant did not agree to any terms of contract work, and did provide services in good faith.

III. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this answer: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the answer otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: March 29, 2022

Signature of Defendant



Printed Name of Defendant

Joel Cuthriell